

# COTTONWOOD HEIGHTS

## RESOLUTION NO. 2012-44

### A RESOLUTION APPROVING ENTRY INTO AMENDMENT NO. 2 TO AN INTERLOCAL AGREEMENT WITH SALT LAKE COUNTY FOR PAVING SERVICES

**WHEREAS**, the Interlocal Cooperation Act, *Utah Code Ann.* §11-13-101 *et seq.*, provides that any two or more public agencies may enter into agreements with one another for joint or cooperative action following the adoption of an appropriate resolution by the governing body of each participating public agency; and

**WHEREAS**, effective 1 July 2009, the city of Cottonwood Heights (the “City”) and Salt Lake County (the “County”) entered into an interlocal agreement (the “Agreement”) whereunder the County agreed to provide overlay, chipseal, slurry and other road maintenance services (“Paving Services”) within the City; and

**WHEREAS**, the parties heretofore have amended the Agreement to extend its term until 1 July 2012; and

**WHEREAS**, the County desires to continue to provide Paving Services within the City for the period of 1 July 2012 through 30 June 2013 on the terms and conditions specified in the attached “Amendment and Renewal No. 2--Agreement for Public Works Services--Salt Lake County and City of Cottonwood Heights--General Road Maintenance, Overlay, Chipseal 2012-2013” (the “Second Amendment”); and

**WHEREAS**, the city council (the “Council”) of the City met in regular session on 14 August 2012 to consider, among other things, approving the City’s entry into the Second Amendment; and

**WHEREAS**, the Council has reviewed the form of the Second Amendment, a photocopy of which is annexed hereto; and

**WHEREAS**, the city attorney of the City has approved the form of the Second Amendment as required by *Utah Code Ann.* §11-13-202.5(3); and

**WHEREAS**, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of the City’s residents to approve the City’s entry into the Second Amendment as proposed in order to make efficient use of the City’s resources;

**NOW, THEREFORE, BE IT RESOLVED** by the city council of Cottonwood Heights that the attached Second Amendment with the County is hereby approved, and that the City’s mayor and recorder are authorized and directed to execute and deliver the Second Amendment on behalf of the City.

This Resolution, assigned no. 2012-44, shall take effect immediately upon passage.

**PASSED AND APPROVED** this 14<sup>th</sup> day of August 2012.



Linda W. Dunlavy  
Linda W. Dunlavy, Recorder

## COTTONWOOD HEIGHTS CITY COUNCIL

By J. Scott Bracken  
J. Scott Bracken, Mayor Pro Tempore

### VOTING:

Kelvyn H. Cullimore, Jr.	<i>Absent</i>
Michael L. Shelton	Yea <input checked="" type="checkbox"/> Nay <input type="checkbox"/>
J. Scott Bracken	Yea <input checked="" type="checkbox"/> Nay <input type="checkbox"/>
Michael J. Peterson	Yea <input checked="" type="checkbox"/> Nay <input type="checkbox"/>
Tee W. Tyler	Yea <input checked="" type="checkbox"/> Nay <input type="checkbox"/>

**DEPOSITED** in the office of the City Recorder this 14<sup>th</sup> day of August 2012.

**RECORDED** this 15 day of August 2012.

583026.1

**AMENDMENT AND RENEWAL NO. 2  
AGREEMENT FOR PUBLIC WORKS SERVICES  
SALT LAKE COUNTY  
AND  
CITY OF COTTONWOOD HEIGHTS**

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General Road Maintenance  
Overlay, Chipseal 2012-2013

THIS AMENDMENT amends a prior interlocal agreement between SALT LAKE COUNTY (the "COUNTY"), a body corporate and politic of the State of Utah; and COTTONWOOD HEIGHTS (the "CITY"), a municipal corporation of the State of Utah; and is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2012.

**RECITALS**

1. The parties entered into an agreement on July 1, 2009, pursuant to the Utah Interlocal Cooperation Act, under which the COUNTY would provide services to the CITY (the "SERVICES").
2. Pursuant to the terms of the original agreement, the parties hereby agree to amend and extend that agreement for the period set out herein and based on the rates and services set out in a revised Exhibit "A," attached hereto.

**AGREEMENT**

1. The nature of the SERVICES provided under this amendment and the charges for the SERVICES is set forth in Exhibit "A," which is made a part of and incorporated into this amendment by reference, replacing the original Exhibit "A" in the initial contract.
2. The original agreement of the parties is amended to extend the term of SERVICES under this amendment through June 30, 2013.

3. Except as specifically amended herein, all of the original terms and provisions of the agreement of the parties shall remain in full legal force and effect.

4. The parties acknowledge that this amendment is subject to the provisions and procedures contained in the Interlocal Cooperation Act and they agree to process, approve, manage, and archive this amendment in accordance with the provisions of that Act.

IN WITNESS WHEREOF, the parties do execute this amendment on the day and year first above written.

APPROVED AS TO FORM  
Salt Lake County District Attorney's Office  
By [Signature]  
Deputy District Attorney  
Date 25 July 2012

**SALT LAKE COUNTY**

By \_\_\_\_\_  
Mayor or Designee

**CITY OF COTTONWOOD HEIGHTS**

Approved as to legal form:

\_\_\_\_\_  
City Attorney

By \_\_\_\_\_  
Mayor or Designee

Attest:

\_\_\_\_\_  
City Recorder

**EXHIBIT "A"**

**CITY OF COTTONWOOD HEIGHTS**

**JULY 2012 - JUNE 2013**

<b>Pavement Maintenance Contract</b>	<b>2012-2013</b>	<b>(PH09144C)</b>
Overlay	\$442,720.00	
Chip Seal	<u>\$190,420.00</u>	
Contract Total	\$603,500.00	

Overlay and Chipseal projects include the following:

Edge Milling (Overlay only)

Sweeping

Striping

Traffic Control

The minimum contract amount is based on actual costs to purchase, own, operate, and maintain the equipment and materials, and to employ the people necessary, to provide snow removal services in the CITY. The CITY shall pay this minimum contract amount to the COUNTY to cover these costs. The minimum contract amount may be adjusted by modifying snow removal routes. Only services provided by Salt Lake County Public Works Operations crews under this agreement and the pavement maintenance agreement will count towards the minimum contract amount. Contracted work (slurry seal, etc.), new traffic signal construction and work outside the contract are excluded from the minimum contract amount.